

**INTERAGENCY AGREEMENT
FOR CONSTRUCTION OF THE GAS HILLS HAUL ROAD, PHASE II,
BETWEEN
WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY,
ABANDONED MINE LAND DIVISION
AND
WYOMING DEPARTMENT OF ENVIRONMENTAL QUALITY,
LAND QUALITY DIVISION
AND
FREMONT COUNTY COMMISSIONERS
AND
POWER RESOURCES, INC., dba CAMECO RESOURCES
AND
UMETCO MINERALS CORPORATION**

1. Parties. The parties to this Interagency Agreement (Agreement) are the Wyoming Department of Environmental Quality, the Abandoned Mine Land Division (AML) and the Land Quality Division (LQD), whose address is 200 West 17th Street, 4th Floor, Cheyenne, WY 82002, the Fremont County Commissioners (Fremont County), whose address is 450 North 2nd St., Room 205, Lander WY 82520 and Power Resources, Inc., dba Cameco Resources (Cameco), whose address is 550 N. Poplar St., Suite 100, Casper, WY 82601, and Umetco Minerals Corporation (Umetco), whose address is 2754 Compass Drive, Suite 280, Grand Junction, CO 81506.

2. Purpose of Agreement. The purpose of this Agreement is to identify the roles of all parties in the conversion of the Gas Hills Haul Road, Phase II (a.k.a Dry Creek Road) from an abandoned ore haul road into a maintained Fremont County road. Each party will contribute funding and/or in-kind services to accomplish this task. Location information for this road is provided in Attachment A to this document.

3. Term of Agreement and Required Approvals. This Agreement is effective when all parties have executed it and all required approvals have been granted (Effective Date). The term of this Agreement is from the Effective Date through December 31, 2019. All services shall be completed during this term. There is no right or expectation of renewal and any renewal will be determined at the discretion of the Department of Environmental Quality, Abandoned Mine Land Division.

By law, contracts for professional or other services must be approved by the Attorney General and the Department of Administration and Information's Procurement Office, Wyo. Stat. § 9-1-403(b)(v), and all contracts for services costing over one thousand, five hundred dollars (\$1,500.00) must be approved by the Governor or his designee as well, Wyo. Stat. § 9-2-1016(b)(iv)(D).

4. Payment. The AML agrees to pay reimbursement to the Fremont County Commissioners for the services described in Section 5, E. below. The AML portion of this Agreement is funded

through a grant with the Department of the Interior under CFDA 15.252. In no event shall the total amount of in-kind and cash payment paid to the Fremont County Commissioners by the AML under this Agreement exceed Two Million One Hundred Seventy-Six Thousand twenty Dollars and No Cents (\$2,176,020.00). No payment shall be made for services performed prior to the Effective Date.

A. The Recipient shall submit requests for reimbursement of AML eligible costs at least once per calendar year but not more than once per month and each reimbursement request shall include a progress report. Each request for reimbursement must include (1) a signed invoice on the Recipient's letterhead, (2) a signed State of Wyoming voucher for the amount of reimbursement requested, and (3) a progress report. AML shall provide formats for these submittals. With all reimbursement requests associated with this Agreement, the Recipient shall supply its Federal Identification Number.

B. Upon receipt of a complete reimbursement request, AML will cause reimbursement to be made not later than forty-five (45) days after receipt of the request, except as noted in subsection 4.C, below. No interest shall be paid on reimbursements that are not made within this time frame.

C. In the event AML questions a cost or the completeness of the reimbursement request or whether a cost is AML eligible, AML shall request justification from the Recipient within fifteen (15) working days after AML receives the Recipient's reimbursement request. The Recipient shall provide the justification to AML within fifteen (15) days after the Recipient receives said request from AML. Reimbursement may be delayed in whole or in part pending resolution of questioned costs or incomplete requests. Upon final resolution of any question to make any submittal or reimbursement request complete, AML will cause reimbursement to be made not later than forty-five (45) days following the date of final resolution.

5. Responsibilities of AML. The AML agrees to:

A. AML shall provide a total amount not to exceed \$3,000,000.00 of in-kind services and actual funds for combined construction costs to process and provide road materials, to reclaim the Rattlesnake Hills Quarry, and to provide construction funding on BLM lands as applicable.

B. AML shall accept transfer of the Umetco Rattlesnake Hills Quarry permit (Permit No. PT0682) from Umetco to AML. AML shall obtain the appropriate Free Use permit from the Bureau of Land Management for the quarry, and shall reclaim the quarry at an estimated cost of \$823,980.00, which is included in the not-to-exceed amount of \$3,000,000.00 upon completion of the material processing and transfer to Fremont County.

C. AML shall purchase from LQD 6,300 cubic yards of limestone rock presently stockpiled at the Pathfinder Quarry for the total amount of \$56,709.00. In accordance with the existing Memorandum of Understanding between LQD, AML, and Pathfinder Mines Corporation, AML shall reclaim the Pathfinder Quarry the conclusion of this project.

D. AML shall provide processed road materials to Fremont County in the amount of 30,000 cubic yards, and stockpile the processed materials at designated stockpile areas along the construction route for use by Fremont County.

E. After completion of materials processing and quarry reclamation, AML shall contribute remaining funds from the \$3,000,000.00 budget to other road construction costs that are attributable to construction on BLM lands only.

6. Responsibilities of LQD. The LQD agrees to:

A. LQD shall release Umetco from reclamation responsibility of the Rattlesnake Hills Quarry permit (Permit No. PT0682) once this Agreement has been fully executed.

B. LQD shall release Umetco's bond liability for the Rattlesnake Hills Quarry upon Umetco's payment of the \$380,000.00 bond amount to AML for reclamation of the quarry.

C. LQD shall sell AML 6,300 cubic yards of limestone rock presently stockpiled at the Pathfinder Quarry. This rock sale shall consist of 5,400 cubic yards of 2.17-inch limestone rock at a cost of \$9.03 per cubic yard, and 900 cubic yards of 1.63-inch limestone rock material at a cost of \$8.83 per cubic yard for a total cost of \$56,709.00.

7. Responsibilities of Fremont County Commissioners. The Fremont County Commissioners agree to:

A. Fremont County Commissioners shall obtain a Business Ready Community Business Committed Grant, in the amount of \$1,500,000.00, for the Gas Hills Haul Road improvement project. The purpose is to improve a portion of Gas Hills Haul Road between Wyoming State Highway 136, known as the Gas Hills Highway, and the Natrona County line, consisting of approximately 7.6 miles of roadway improvements.

B. Fremont County Commissioners shall provide final engineering design services for the new road segment of approximately 1.7 miles at the east end of the project.

C. Fremont County Commissioners shall obtain all required road easements

D. Fremont County Commissioners shall provide all road construction management services.

E. Fremont County Commissioners shall accept the road as an official County Road after it is constructed to County standards.

F. Fremont County is not obligated to construct or maintain the road if funding sources are terminated or are inadequate.

8. Responsibilities of Cameco. Cameco agrees to:

A. Cameco shall provide to Fremont County the original engineering design (the "Information") that was developed, at a cost of \$200,000.00, for the current alignment of the Gas Hills Haul Road (a.k.a. Dry Creek Road).

B. Cameco makes no representations or warranties as to the accuracy, adequacy, or completeness of the Information. By signing this Agreement, the parties agree that Cameco shall have no liability, direct or indirect, in connection with the use or reliance on the Information. Each party to this agreement shall assume the risk of any liability arising from its own conduct during the use of the Information provided by Cameco.

9. Responsibilities of Umetco. Umetco agrees to:

A. Umetco shall contribute the amount of their quarry bond (\$380,000.00) to AML for reclamation of the Rattlesnake Hills Quarry.

B. Umetco shall grant permanent easement for the road in Section 16, T33W, R89N, 6th Principal Meridian, to Fremont County for the new county road.

C. Umetco shall transfer to AML the Umetco Rattlesnake Hills Quarry permit (Permit No. PT0682).

10. General Provisions.

A. Amendments. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

B. Applicable Law/Venue. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

C. Availability of Funds. Each payment obligation under this Agreement is conditioned upon the availability of allocated state or federal government funds. If funds are not allocated and available for payment, this Agreement may be terminated at the end of the period for which funds are available. Funding Agency shall notify the receiving Agency at the earliest possible time if this Agreement will or may be affected by a funding shortage. No liability shall accrue to the funding Agency in the event this provision is exercised, and the funding Agency shall not be obligated or liable for any future payments as a result of termination under this section. This provision shall not be construed so as to permit the funding Agency to terminate this Agreement in order to acquire similar services from another party.

D. Entirety of Agreement. This Agreement, consisting of ten (10) pages, including Attachment A, consisting of three (3) pages, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

E. Force Majeure. None of the parties shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

F. Indemnification. Each party to this agreement shall assume the risk of any liability arising from its own conduct. None of the parties agree to insure, defend, or indemnify the other.

G. Notices. All notices arising out of, or from the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail or delivery in person.

H. Prior Approval. This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Agreement, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by the Department of Administration and Information's Procurement Office and approved by the Governor of the State of Wyoming or his designee if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).

I. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.

J. Sovereign Immunity. The State of Wyoming and AML and LQD do not waive sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. §1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed either against or for either party, except that any ambiguity as to sovereign immunity shall be construed in favor of sovereign immunity.

Fremont County does not waive governmental immunity by entering into this Contract, and specifically retains all immunities and defenses available to it as a governmental entity pursuant to Wyo. Stat. § 1-39-101, *et seq.*, and all other applicable law.

K. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

L. Time is of the Essence. Time is of the essence in all provisions of the Agreement.

M. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

N. Waiver. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

11. **Signatures.** By signing this Agreement, the parties certify that they have read and understood it, that they agree to be bound by the terms of the Agreement, and that they have the authority to sign it. This Agreement is effective when all parties have executed it and all required approvals have been granted (Effective Date). This Agreement is not binding until all parties have executed it and all required approvals have been granted.

ABANDONED MINE LAND DIVISION

Alan Edwards
Alan Edwards, AML Administrator

Nov. 2, 2015
Date

LAND QUALITY DIVISION

Kyle Wendtland
Kyle Wendtland, LQD Administrator

Nov. 5, 2015
Date

FREMONT COUNTY COMMISSIONERS

Douglas L. Thompson
Douglas L. Thompson, Chairman

Julie A. Freese
Attest: Julie A. Freese, County Clerk

11/17/15
Date

11/17/15
Date

POWER RESOURCES, INC., dba CAMECO RESOURCES

Brent Berg
Brent Berg, President

11-24-15
Date

UMETCO

Thomas E. Gieck
Thomas E. Gieck, Authorized Representative

11/20/15
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

Marion Yoder #139935
Marion Yoder, Senior Assistant Attorney General

Oct. 23, 2015
Date

ATTACHMENT A MAPS



DEED OF EASEMENT

WHEREAS, by this agreement (the "Agreement") the Grantor, Umetco Minerals Corporation, a Delaware Corporation whose address is 2754 Compass Drive, Suite 280, Grand Junction Colorado 81506, is the owner of certain property located in the Southwest, Northwest, and Northeast quarters of Section 16, Township 33 North, Range 89 West, 6th Principal Meridian in Fremont County, Wyoming; and

WHEREAS, Grantor wishes to grant an easement across said property to the Grantee, Fremont County Government, a body politic, by and in the name of the Board of Commissioners for Fremont County, Wyoming, whose address is 450 North 2nd St., Lander, WY 82520, and Grantee wishes to accept said easement for the benefit of and use by the public;

NOW THEREFORE, for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Grant. Grantor hereby assigns, transfers, conveys and grants to the Grantee a right-of-way and road easement (the "Easement"), over the area more particularly described in Attachment A (the "Easement Area"), affixed hereto and incorporated herein by this reference. The Easement granted by Grantor to Grantee includes the right to lay out, construct, inspect, repair, replace, and operate a road (the "Road") for the use of the public, and the right to maintain the Road as the Grantee deems necessary.
2. Easement Term. This easement is perpetual and runs appurtenant to the land, and includes the right of ingress and egress for any and all purposes necessary and incident to the exercise by the Grantee and its representatives of the rights-of-way granted by this conveyance. Grantor hereby waives and releases all rights under and by virtue of the homestead exception laws of the state of Wyoming insofar as affected by this conveyance.
3. Maintenance and Repair; Liens. Grantee shall be responsible for the construction, maintenance, repair and improvement of the Road, to consist of at least 2 lanes, or more, at Grantee's election, and to be constructed in accordance with standards applied by the County of Fremont, Wyoming. Grantee shall maintain the Road in good condition and repair. Grantee shall pay for all labor and materials furnished in connection therewith and shall not cause or permit the Easement Area or any surrounding property to be encumbered by any mechanics' or materialmen's liens as a result of Grantee's undertaking of any improvements, repairs or maintenance for the Road (and if any such lien claim is recorded, Grantee shall cause the same to be released of record, by bonding or any other means available, within 30 days of its recordation). Grantee shall perform all work in the Easement Area in a good and workmanlike manner in compliance with all applicable laws, rules, regulations, ordinances and other requirements of governmental authorities. To the extent Grantee's construction of the Road disturbs the surface of any area outside of the Easement Area, including any landscaping located thereon, Grantee, to the extent feasible, shall restore any such affected areas and landscaping.
4. Insurance. At the time of execution of this Agreement, Grantee shall provide Grantor with evidence reasonably satisfactory to Grantor of available insurance policies or practices to provide Grantor protection in the event of any accidents or injuries caused by

Grantee or the general public in their use of this Easement and Grantee's construction and maintenance of the Road. Grantee's coverage shall be primary with respect to Grantee's negligence or willful misconduct. Grantee shall provide Grantor with a certified copy of such policy or a certificate evidencing such insurance, if any, which names Grantor as an additional insured and provides that such policy shall not be canceled or amended without thirty (30) days' prior written notice to Grantor.

5. Reserved Rights of Grantor. Grantor reserves the right to use the Easement Area in any manner that is not inconsistent and does not materially interfere with the rights of Grantee under this Agreement and that does not materially add to the burdens imposed on the Easement Area; provided that Grantor may not gate, or otherwise materially obstruct the Easement from use by the Grantee and the general public.

6. Enforcement. Each party shall be entitled to all remedies at law or in equity for the enforcement of this Agreement.

7. Entire Agreement. This Agreement, including the exhibits attached hereto, contains the entire contract between the parties hereto. This Agreement may be amended only by a written instrument signed by both Grantor and Grantee.

UMETCO MINERALS CORPORATION

Thomas E Gieck

12/17/2015
Date

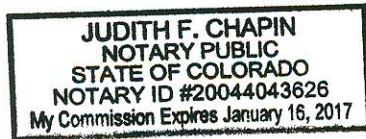
STATE OF CO)
COUNTY OF MESA)

ss.

The foregoing Deed of Easement was signed, sworn and acknowledged before me by
Thomas E Gieck, a duly authorized representative of UMETCO MINERALS
CORPORATION, on this 17th day of December, 2015.

Witness my hand and official seal.

[SEAL]



Judith F Chapin
Notary Public

ATTACHMENT A

LEGAL DESCRIPTION

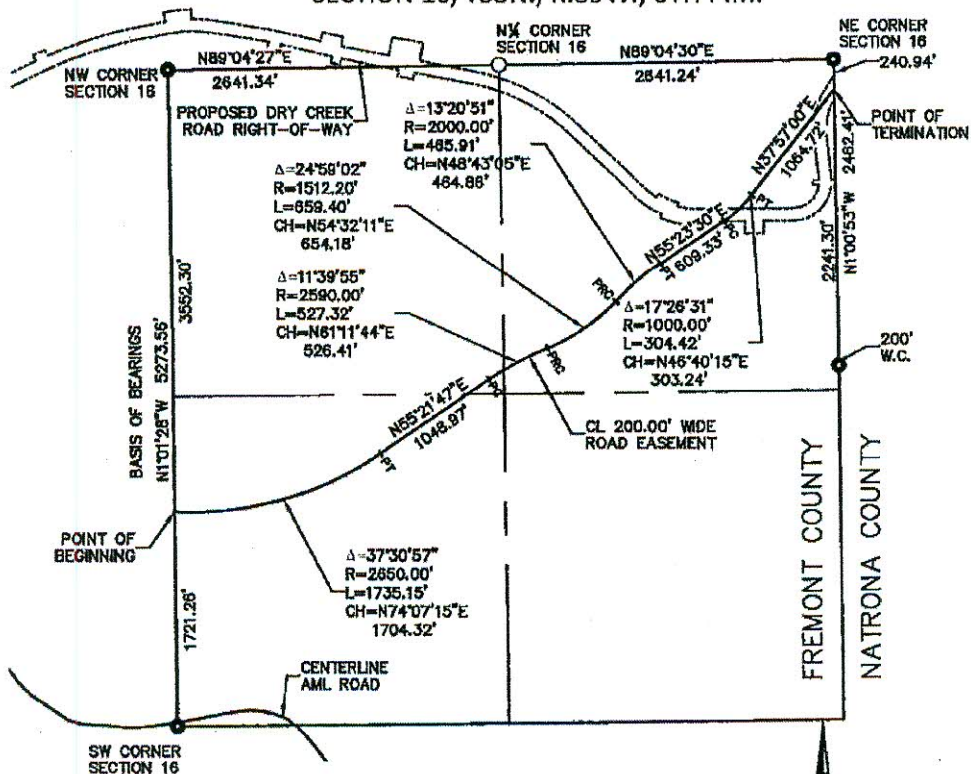
CLIENT: FREMONT COUNTY TRANSPORTATION DEPARTMENT

16747-RS
APRIL 5, 2013

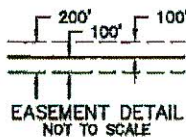
A 200.00 foot wide strip of land for a road easement located in the SW¼, NW¼ and the NE¼ of Section 16, T.33N., R.89W., 6th Principal Meridian, Fremont County, Wyoming, said 200.00 foot wide strip of land being 100.00 feet on both sides of the following described centerline, the side lines to be extended or shortened to meet at angle points and to terminate at legal boundaries crossed:

Commence at the southwest corner of said Section 16, being a found brass cap from which the northwest corner of said Section 16, also being a found brass cap, bears N1°01'28"W, 5273.56 feet, and is the Basis of Bearings for this easement centerline description; thence N1°01'28"W along the west line of said Section 16, 1721.26 feet to the POINT OF BEGINNING of this centerline description; thence from said Point of Beginning along an arc of a non-tangent curve to the left, 1735.15 feet, said curve having a radius of 2650.00 feet and a chord bearing N74°07'15"E, 1704.32 feet; thence N55°21'47"E, 1048.97 feet; thence along an arc of a curve to the right 527.32 feet to a point of reverse curvature, said curve having a radius of 2590.00 feet and chord bearing N61°11'44"E, 526.41 feet; thence along an arc of a curve to the left 659.40 feet to a point of reverse curvature, said curve having a radius of 1512.20 feet and chord bearing N54°32'11"E, 654.18 feet; thence along an arc of a curve to the right 465.91 feet, said curve having a radius of 2000.00 feet and chord bearing N48°43'05"E, 464.86 feet; thence N55°23'30"E, 609.33 feet; thence along an arc of a curve to the left 304.42 feet, said curve having a radius of 1000.00 feet and chord bearing N46°40'15"E, 303.24 feet; thence N37°57'00"E, 1064.72 feet to intersect the east line of said Section 16, from which the northeast corner of said Section 16, being a found brass cap, bears N1°00'53"W, 240.94 feet, and the Point of Termination of this easement centerline description. The centerline of said described strip of land is 6,415.22 feet, or 388.80 rods, in length, and contains 29.45 acres, more or less, and is subject to all easements, rights-of-way and restrictions of record.

SECTION 16, T33N., R.89W., 6TH P.M.



- LEGEND
- BRASS CAP FOUND
 - ALUMINUM CAP FOUND



SCALE: 1"= 1000'



CENTERLINE OF PROPOSED 200.00 FOOT WIDE ROAD
EASEMENT BASED ON HANDHELD GPS POSITIONS PROVIDED
BY FREMONT COUNTY TRANSPORTATION DEPARTMENT.



INBERG-MILLER ENGINEERS

124 East Main Street
Riverton, WY 82501
307-955-6138

1120 East C Street
Casper, WY 82601
307-477-0605

350 Parley Boulevard
Cheyenne, WY 82007
307-433-8821

428 Allen Road
Powell, WY 82435
307-754-7170

193 West Flaming Gorge Way
Green River, WY 82935
307-875-4394

SCALE	HORZ	VERT
DRN	BES	JK
CHK	RSS	PAGE
JOB NO. 15215-RE		DATE 4/5/13

FILE 16747.DWG